

9 N. COURT ST.
FREDERICK, MARYLAND
TELEPHONE 663-9538



REAL ESTATE
CO.

CLARKSBURG, MARYLAND
TELEPHONE 926-4542

May 19, 1966

1. RECEIVED FROM Calvin L. Phillips & Barbara L. Phillips (his wife)
a deposit of Five Hundred and No/100 Dollars (\$ 500.00),
in the form of Note to be applied as part payment of the purchase of Lot _____ in Block _____,
Subdivision _____ County, Md., with improvements
thereon (including heating, plumbing and lighting fixtures, stove and refrigerator, awnings, screens, storm doors and windows, venetian blinds,
shades, all trees, shrubs and plants, as now installed on the premises) address known as Howard J. Smith Sr. Property
321 W. 7th St. Frederick County, Maryland upon the following terms of sale:
Total Price of Property Ten Thousand, Five Hundred and No/100 Dollars (\$ 10,500.00)
The Purchaser agrees to pay Ten Thousand, Five Hundred and No/100 Dollars (\$ 10,500.00)
cash at the date of conveyance, of which sum this deposit shall be a part.
2. The Purchaser is to NIL a NIL first deed of trust secured on said premises of \$ NIL
due NIL and bearing interest at the rate of NIL per cent per annum, payable NIL
NIL (\$ NIL) per month, plus one-twelfth of annual taxes and insurance, if required by lender.
(If this contract provides for the assumption of a loan, it is understood that the balance set forth above is an approximate balance.)
3. The balance of deferred purchase money amounting to \$ NIL is to be secured by a NIL deed
of trust on said premises to be paid in monthly installments of \$ NIL or more, at maker's option including interest at the rate of
NIL per cent per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remain-
ing and the balance thereof credited to principal, which deed of trust the Sellers agree to accept as a part of the purchase price. In case of
default in any payment, the entire amount then remaining unpaid, shall immediately become due and payable. Trustees in all deeds of trust
are to be named by the parties secured thereby.
This contract of sale is contingent upon it being finally ratified and
confirmed by the Circuit Court for Frederick County, in Equity.

4. TITLE. The property, including the aforesaid chattels, is sold free of encumbrance except as aforesaid. Title is to be good and mer-
chantable, subject, however, to covenants, conditions and restrictions of record, if any; otherwise the deposit is to be returned and sale de-
clared off at the option of the Purchaser, unless the defects are of such character that they may be remedied by legal action within a reason-
able time, but the Seller and Agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case
legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein
specified for full settlement by the Purchaser will thereby be extended for the period necessary for such prompt action.

5. COSTS. Property is to be conveyed in the name of Calvin L. Phillips & Barbara L. Phillips
and the Purchaser hereby authorizes the undersigned Agent to order the examination of title and the preparation of all necessary conveyanc-
ing papers through to be designated
Attorney, and agrees to pay the settlement charges in connection therewith, tax certificate, transfer tax, conveyancing, notary fees, survey
where required, state revenue stamps, if any, all recording charges, except those incident to clearing existing encumbrances including those
for any purchase money trust; provided, however, that if upon examination the title should be found defective and it is not remedied as
aforesaid, the Seller hereby agrees to pay any above-mentioned costs incurred and also to pay to the Agent herein the brokerage fee herein-
after provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

6. SETTLEMENT. Within 45 days from date of acceptance hereof by the Seller, or as soon thereafter as a report
of the title can be secured if promptly ordered, and/or survey, if required, and/or Government-insured loan, if used, can be processed, if
promptly applied for, the Seller and Purchaser are required and agree to make full settlement in accordance with the terms hereof. If the
Purchaser shall fail to make full settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the
Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Agent in writing within 30 days
from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture,
which he may have under this contract. In the event of the forfeiture of the deposit, the Seller shall allow the Agent one-half thereof as a
compensation for his services, said amount not to exceed the amount of the full brokerage fee.

7. Settlement is to be made at the office of the Attorney, or the Title Company searching the title. Deposit with the Attorney or with the
Title Company, of the cash payment as aforesaid, the deed of conveyance for execution and such other papers as are required of either party
by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof. It is agreed that, if required,
funds arising out of this transaction may be used at settlement to pay off any existing encumbrances.

8. ADJUSTMENTS. Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be
adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of
taxes, if any, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or
not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban
Sanitary Commission or a local government, annual benefit charges of said Commission or local government are to be adjusted to date of
transfer and assumed thereafter by Purchaser.

9. Seller agrees to execute and deliver a good and sufficient special warranty deed, and to pay for Federal revenue stamps on the deed.

10. The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the Seller.

11. FHA GUARANTEED LOAN. The provisions of this paragraph apply only when the Purchaser is buying with an FHA guaranteed
loan. It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the
purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has
delivered to the Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property
for mortgage insurance purposes of not less than \$ NIL, which statement the Seller hereby agrees to deliver to the Purchaser
promptly after such appraised value statement is made available to the Seller. This contract subject to FHA and lender's approval.

12. VETERANS ADMINISTRATION GUARANTEED LOAN. In the event that the buyer, who is purchasing the property, is a Vet-
eran and is using a Veterans Administration Guaranteed Loan, it is understood that this contract is contingent on the approval of the
house and the buyer by the Veterans Administration and the Lending Institution. If the aforesaid approval is not obtained it is expressly
agreed that he shall be refunded his deposit, and the contract shall be null and void.

13. Purchaser on FHA or VA guaranteed loans agrees to make application immediately and file all necessary papers that are required of him
to complete processing and agrees that his failure so to do shall give the Seller the right to forfeit the deposit.

14. Both Purchaser and Seller agree to pay FHA or VA closing costs, on FHA and VA guaranteed loans, and agree to comply with FHA or
VA requirements, where applicable.

15. If a new FHA or VA loan is to be placed under this contract, the Purchaser agrees to pay a loan placement fee of 1% of the principal
sum of the loan, and the Seller agrees to pay a loan placement fee of NIL% of said loan. These loan placement fees are based on the
present mortgage money market and it is further agreed that the Seller will comply with any reasonable change in said loan placement fee at
the time of settlement provided said change is due to a change in the mortgage money market.

16. POSSESSION. Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail so to do he shall be-
come and be thereafter a tenant by sufferance of the Purchaser and hereby waives all notice to quit, as provided by the laws effective in the
State of Maryland. Seller agrees to leave premises free and clear of trash and debris, and the mechanical equipment in operating condition.

17. Special provisions on the reverse side hereof, bearing the signatures of all parties concerned, are hereby made a part of this contract.

18. All notices of violations of orders or requirements noted or issued by any county or local authority, or actions in any court on account
thereof, against or affecting the property at the date of settlement of this contract, shall be complied with by the Seller, and the property
conveyed free thereof.

19. AGENCY. The Seller recognizes 70-S REAL ESTATE CO. ONLY,
as the Agent(s) negotiating this contract and agrees to pay a brokerage fee for services rendered amounting to Five Percent of sales
price, same to be due and payable upon the signing of this Contract, and the party making settlement is hereby authorized and directed to
deduct the aforesaid brokerage fee from the proceeds of the sale and pay same to Agent(s). The entire deposit shall be held by the Agent(s)
until settlement hereunder is made, to conform with recommendations of the Real Estate Commission of Maryland.

20. The Agent(s) hereby agrees to the within brokerage fee provisions and acknowledges receipt of the above deposit but assumes no re-
sponsibility for the condition of the property or for the performance of this contract by any or all parties hereto.

Anthony Morrison
Anthony Morrison

70-S REAL ESTATE CO.

By _____
Broker or Sales Manager

21. The principals to this contract mutually agree that it shall be binding upon them, their and each of their respective heirs, executors, ad-
ministrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be
merged therein; that this contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall
be bound by any terms, conditions, statements, warranties or representations, oral or written not herein contained. This contract has been
executed in 5 copies.

22. We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Howard J. Smith, Jr. Seller
Anna W. Smith Seller
Calvin L. Phillips Purchaser
Barbara L. Phillips Purchaser
By Howard W. Smith, Jr.
Date of Acceptance _____ (Address of Purchaser) _____ (Phone) _____
Court Appointed Committee)

Exhibit 1 - No. 21,268 Equity
Filed June 17, 1966